

AGREEMENT

Between

Linden Board of Education
THE BOARD OF EDUCATION OF LINDEN

And

THE LINDEN SCHOOL ADMINISTRATORS
AND SUPERVISORS ASSOCIATION

Commencing:

July 1, 1987

Terminating:

June 30, 1990

COUNTY OF UNION, NEW JERSEY

PREAMBLE

This Agreement entered into this first day of July, 1987, by and between the Board of Education of Linden, the City of Linden, New Jersey, hereinafter called the "Board" and the Linden School Administrators and Supervisors Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board of Education of the City of Linden, pursuant to the laws of the State of New Jersey in such case made and provided, negotiated a Collective Bargaining Agreement with the Linden School Administrators and Supervisors Association, through negotiations in good faith, and

WHEREAS, the parties pursuant thereto have reached an agreement on all matters set forth in the Agreement between the parties,

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and conditions, this Agreement is made effective this first day of July, 1987, by and between the Board of Education of the City of Linden and the Linden School Administrators and Supervisors Association.

ARTICLE I RECOGNITION

A. Unit

The Board recognizes that during the term of this Agreement, unless the laws of the State of New Jersey otherwise provide, that it will recognize the Association as the exclusive bargaining representative, as defined in Chapter 303, Laws of 1968 of the State of New Jersey, as amended by Chapter 123, Laws of 1974 of the State of New Jersey for the following administrative personnel:

- Coordinators
- Supervisors
- Psychologists
- Directors
- Vice Principals
- Assistant Principals
- Elementary School Principals
- Middle School Principals
- High School Principals

but expressly excluding therefrom the following categories of personnel:

Superintendent
Assistant Superintendent
Teachers
Substitute Teachers
Noncertified Personnel

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement as provided for by law and not later than the date provided for by law.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

Grievance

A grievance shall be defined as a complaint, alleging a violation of a specific Article and Section of this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting employees covered by the terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. All grievances shall be asserted within seven (7) school days after the grievance arises or shall be deemed to have been waived.
2. Level One - Immediate Superior

The assertion of a grievance shall be in the presentation of the same by the administrator with his/her immediate superior if he/she is not assigned to a particular school or to his/her principal if he/she is assigned to a particular school on a routine basis, with the objective of settling the same in an informal manner. If the grievance is not settled at this level, then the grievant shall present his/her grievance to the Assistant Superintendent in charge of Personnel. The grievance shall be presented to the Assistant Superintendent in charge of Personnel in writing within ten (10) school days of the occurrence or shall be deemed to be waived.

3. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance to the Assistant Superintendent, he/she may file the grievance in writing with the Superintendent. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) school days after the decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, present the grievance in writing to the Board of Education. The Board of Education, or a Committee thereof, shall review the grievance and shall hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) days of receipt of the grievance.

4. Level Three

If the aggrieved person disagrees with disposition of said grievance at Level Two, then the aggrieved person may, within ten (10) school days after a decision by the Board, or fifteen (15) school days after a decision was due, whichever is sooner, submit the grievance to advisory arbitration, giving written notice thereof to the Board, if and only if the Association deems said grievance to be meritorious. Failure to file and deliver a request or make submission within the time limitations designated herein, shall constitute an absolute bar to arbitration unless the Association and the Board shall mutually agree, in writing, to waive the applicable said time limitations. The Board shall also have the right to utilize advisory arbitration concerning an alleged violation of a specific Article or Section of this Agreement.

5. Arbitration

Within ten (10) school days after such written notice of submission to arbitration, the Association shall request a list of arbitrators from the American Arbitration Association at its New Jersey Office, and the cost for the services of the arbitrator, including per diem expenses if any, and the actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne by the party bringing the arbitration. The Board and the Association agree that one (1) arbitrator only shall be utilized in the arbitration and the rules of the American Arbitration Association shall govern the procedure for same. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which will amend or modify the terms of this Agreement, and he/she shall take into account decisions of the Commissioner of Education of the State of New Jersey, and rulings of the New Jersey State Board of Education and Court decisions and applicable statutes. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory to both parties.

D. **Rights of Administrators to Representation**

1. Administrator and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board of Education or by any of its agents against any party whether he/she be the grievant or any member of the Association by reason of his/her participation in the grievance procedure.

E. **Meetings and Hearings**

All meetings and hearings under the grievance procedure shall not be conducted in public and shall include the parties and their designated or selected representatives.

ARTICLE IV
BOARD FUNCTIONS AND RIGHTS

A. Except as modified by the within Agreement, the Board shall not be limited in the exercise of the statutory Board of Education management functions. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the United States and the Constitution of the State of New Jersey, Court decisions, and PERC decisions as may affect the terms of the within Agreement, and without limitation the following rights, privileges, and functions:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees related to their employment.
2. The right to hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and/or transfer all such employees.
3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social activities for students, all as deemed necessary or advisable by the Board.
4. The right to make the final determination in the practices of instruction: the approval of the selection of textbooks and other teaching materials; and use of teaching aids of every kind and nature.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto and nonteaching activities.

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, the Constitution and laws of the United States, and Court decisions rendered by the Courts of New Jersey and PERC decisions as may deal with the Board's rights.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Title 18A of the Laws of the State of New Jersey or any other State Laws or regulations as they pertain to education.

ARTICLE V ADMINISTRATOR RIGHTS

- A. Pursuant to Chapter 303 of the Laws of 1968 as amended by Chapter 123 of the Laws of 1974, the Board hereby agrees that all employees covered by the terms of this Agreement shall have the right to join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it will not directly or indirectly discriminate against any employee covered by the terms of this Agreement by reason of his/her membership in the Association or by his/her participation in collective negotiations with the Board, or by reason of his/her institution of any grievance arising out of the terms and conditions of employment as set forth in the within Agreement.
- B. Nothing contained in the within Agreement shall be construed to refuse or restrict any employee covered by the terms of this Agreement in the exercise of his/her rights under Chapter 303 of the Laws of 1968 as amended by Chapter 123 of the Laws of 1974.

ARTICLE VI NONDISCRIMINATION

- A. The Board will not interfere with, restrain, or coerce employees covered by the terms of this Agreement because of membership in, or activity on behalf of the Association. The Board will not discriminate in respect to hire, or any term or condition of employment against any employee covered by this Agreement, nor will it discourage or attempt to discourage membership in the Association.
- B. The Association agrees to admit employees covered by this Agreement into their Association on terms and conditions which are reasonable and the same as those generally applicable to other members without discrimination as to race, color, sex, or religion.
- C. The Board and the Association shall not discriminate against any person because of race, color, sex, or religion.

ARTICLE VII ASSIGNMENTS

All employees covered by the terms of the within Agreement shall receive their assignments for the forthcoming year not later than July 1, when practicable. These assignments may be changed after notification, as determined by the needs of the school system as interpreted by the Superintendent.

ARTICLE VIII PROMOTIONS

- A. Employees seeking a promotion may only apply for the same if:
 - 1. A vacancy exists or occurs, and
 - 2. If the position that is being applied for pays a salary differential above the salary being currently paid the applicant.
- B. If the position is filled, notice of appointment will be given to the Association within seven (7) days after the appointment is made.
- C. Anything herein stated to the contrary notwithstanding, if the Board gives its consent, an employee may apply for a vacancy that pays less than the employee is currently earning. If the Board does not give its consent, its denial of the same shall be final and not grievable.

ARTICLE IX SICK LEAVE

- A. All employees covered by the terms of this Agreement shall be entitled to twelve (12) sick leave days each school year. Unused sick leave days shall accumulate from year to year with no maximum limit so long as the years are those served in the Linden school system.
 - 1. Not later than September 30 of each year, every employee covered by the terms of this Agreement shall be informed of the total number of accumulated sick days he/she has to his/her credit.
- B. If an employee has been employed by the Linden Board of Education for fifteen (15) years or longer and becomes seriously disabled so that his/her sick leave has been fully exhausted, the said employee may make application for an extension of sick leave with pay, except, however, the Board may or may not, in its sole discretion, grant such extension with or without pay, on such terms and conditions as set forth by the Board of Education. In no event shall a decision by the Board of Education be grievable.
- C. All employees covered under this contract who have twenty-five (25) years of service shall upon retirement receive one hundred dollars (\$100.00) for every three (3) sick days accrued, with a maximum of ten thousand dollars (\$10,000.00). This sum of money shall be payable to the employee upon retirement.

- D. Upon the death of an employee while in active employment with the District, said compensation shall be paid to the employee's estate.

E. Temporary Leaves of Absence

1. The total number of personal days excusable for personal reasons shall not exceed three (3) days in any one year, except in an emergency. Forty-eight (48) hours' notice, in writing, of an intended absence must be given or sent to the Superintendent whose responsibility it shall be to excuse only a reasonable number of employees, if any, covered by the terms of this Agreement at any one time, if, in the Superintendent's opinion, he/she/they can be spared on the day the leave is requested. In the event of failure to make such request, the absence shall be considered nonexcusable. The days allowed for absence because of personal reasons shall be in addition to the days allowed for sick leave as hereinabove provided. No leave shall be granted for personal reasons for the first two (2) weeks or last two (2) weeks of school (i.e., September and June) except in cases of extreme emergencies. Personal business days not used may be accumulated and added to sick leave of any employee for the year not used.
2. In addition to the option to convert unused personal leave days to accumulated sick leave, employees served under this contract may elect instead to receive a cash payment of one hundred dollars (\$100.00) from the Board of Education for each unused personal day at the end of the year in which the days were granted.
3. Any administrator required to appear in any legal proceeding shall be permitted to do so without charge to the employee's sick leave accumulation or personal day entitlement. The employee shall make every effort to shorten the lost time by using "on call" status wherever possible. Employees agree to make up all work that was to be done during the lost time. This provision shall not apply in those cases where the employee appears in an adversary status against the Board of Education. Appropriate documentation of the necessity to appear at the legal proceeding will be supplied to the Superintendent. The administrator and/or supervisor who is so required to appear shall give notice of such proposed appearance at least two (2) days prior to the required attendance.

E. Death in Family

1. All employees covered by the terms of this Agreement shall be allowed seven (7) calendar days of absence directly following and including the date of death of a member of his/her immediate family. "Immediate family" shall be understood to include the following: wife, husband, father, mother, child, sister, brother, grandmother, grandfather, and grandchild.
2. Any employee covered by the terms of this Agreement shall be allowed two (2) calendar days absence to include either the day immediately preceding the funeral and the day of the funeral, or the day of the funeral and the day immediately following the same, in the case of the death of an uncle, aunt, niece, nephew, sister-in-law, or

brother-in-law. An additional day's absence shall be allowed, one of which shall include the day of the funeral, in the case of the death of a father-in-law or mother-in-law. The days allowed for absence because of death in the family shall be in addition to the days allowed for other excusable reasons. In all cases of excusable absences, an administrator or supervisor shall receive his/her regular compensation for such period of absence, not exceeding, however, the maximum period of time determined by the preceding Sections hereof.

F. Other Leaves

1. Time necessary up to a total of fourteen (14) days for persons called into temporary or active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An administrator or supervisor shall be paid his/her regular pay in addition to any pay which he/she received from the state or federal government. The pay herein provided for shall only be given to the employee provided the said employee has requested the Armed Services to alter the time of required duty so that it shall not conflict with school duties and the request was denied.
2. Days necessary to fulfill military requirements, such as physical examinations, mental examinations, and other induction procedures.
3. The Superintendent, at his sole discretion, may grant up to two (2) days' leave with pay for one (1) representative of the Association to conduct Association business. This leave shall not be unreasonably withheld.

ARTICLE X EXTENDED LEAVES OF ABSENCE

A. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

B. Anticipated Disability Leave

Any member of the bargaining unit who anticipates undergoing a long-term disability arising out of, but not limited to, surgery, hospital confinement, medical treatment, or pregnancy, shall be entitled to a leave of absence based upon such anticipated long-term disability, in which instance such leave of absence shall be chargeable to the accumulated sick leave, if any, account of said member. If the accumulated sick leave account is or has been exhausted, the leave of absence shall be without pay. All policies, practices, rules, and regulations applicable to said employees granted leave under Article IX of this Agreement, entitled "Sick Leave," shall govern such leave of absence.

All employees covered by this Agreement anticipating such a long-term disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known, and shall submit to the Superintendent:

1. A certificate from his/her physician verifying the condition expected to result in the long-term disability and the physician's prognosis as to the anticipated duration of such disability.
2. If requesting an unpaid leave of absence under this Article, a written request specifying the date on which he/she expects to commence said leave and the date on which he/she expects to return to employment following recovery from said disability.

C. Child-Rearing Leave

1. The Board of Education shall grant to any employee an unpaid leave of absence to provide necessary care for his/her natural infant child from the date of said child's birth or the expiration of parent's paid leave of absence for disability resulting from said birth. Only one parent per family shall be eligible for such leave of absence. Should a child-rearing leave be requested, it must continue from the date of request until the commencement of the next school year following termination of said disability leave or the commencement of the next succeeding school year thereafter. The request for such leave shall set forth the requested date of return.

An application for child-rearing leave must be made no later than sixty-five (65) days prior to the anticipated birth of a child. Such application shall be made through the Superintendent's office. Such application shall include the requested commencement and termination dates for such leave. The Board shall consider the request of the employee concerning the date of return, but the Board shall have the final determination as to the date of return.

2. Any nontenured employee requesting a child-rearing leave shall be granted the same; however, such leave may not be extended beyond the end of the school year in which the leave is obtained.
3. An employee returning to the system may be assigned by the Superintendent to any comparable position within the administrator/supervisor certification of such employee as dictated by the needs of the system.
4. Any employee adopting an infant child of three (3) years of age or less, shall be entitled to the same privileges under this Article as are offered to an employee who has had a child naturally. The leave of the adopting employee shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the legal requirements for the adoption, provided that such employee previously advises the Board, in writing, of the fact that an application of adoption has been made. Such notification shall be made within thirty (30) days of the filing of the application. The Board will use reasonable efforts to keep such notices to it confidential.

5. Any requests for extensions or reductions shall be subject to modification based on substantial interference with the administration of the school, or the education of the children, and provided such change by the Board is not medically contraindicated; any such extensions shall be subject to N.J.S.A. 18A:30-1 et seq.

Where a disability is anticipated during the first month of a school year, a disability, child-rearing, or other leave must commence at the start of the school year. A leave may not be terminated during the last month of the school year.

ARTICLE XI SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedule A attached hereto and made a part hereof as if fully set forth herein.
 1. Employees employed on a ten(10)-month basis shall be paid in twenty (20) equal semimonthly installments.
 2. Employees employed on a twelve(12)-month basis shall be paid in twenty-four (24) equal semimonthly installments.
 3. Employees may independently elect to have deductions made from their monthly salaries pursuant to any rights provided for in the New Jersey Statutes in such case made and provided.
 4. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- B. The Board of Education may withhold, for inefficiency or other good cause, any improvement increment or adjustment, or both, as may be provided in the salary scales herein. Anything herein stated to the contrary notwithstanding, increments and/or adjustments shall be awarded only to those employees whose professional competency has been judged fully satisfactory to justify a salary adjustment or increment.
- C. **Longevity**
 1. Each employee, after twenty (20) years of employment, by the Linden Board of Education (including up to eight [8] years of prior service and up to four [4] years of prior military service as recognized by the Board) shall receive an additional five hundred dollars (\$500.00) over and above the salary being paid to the employee, which may exceed the established maximum.
 2. Each employee, after twenty-five (25) years of employment by the Linden Board of Education (including up to eight [8] years of prior service and up to four [4] years of prior military service as recognized by the Board) shall receive an additional six hundred dollars (\$600.00), which may exceed the established maximum.

3. Each employee, after thirty (30) years of employment by the Linden Board of Education (including up to eight [8] years of prior service and up to four [4] years of prior military service as recognized by the Board) shall receive an additional five hundred dollars (\$500.00), which may exceed the established maximum.
4. Each employee, after thirty-five (35) years of employment by the Linden Board of Education (including up to eight [8] years of prior service and up to four [4] years of prior military service as recognized by the Board) shall receive an additional five hundred dollars (\$500.00), which may exceed the established maximum.

D. Mileage and Travel Allowance

The following designated supervisors shall be paid mileage and travel allowance as follows:

	<u>1987-90</u>
1. Directors and Supervisors	\$50.00 per month
2. Coordinator of C.I.E.	\$50.00 per month
3. Psychologists	\$50.00 per month
4. Media Coordinator	\$50.00 per month
5. No other employee covered by the terms of this Agreement shall receive any monthly travel allowance.	

- E. Any person covered by the terms of this Agreement who has moved from his/her current position to a higher position shall move to the next incremental step in the new higher position, and the person so moved shall not be obligated to start incremental movements from Step One in the new position, provided, however, such person shall not receive in one year more than four thousand five hundred dollars (\$4,500.00) as total of incremental adjustment and the across-the-board salary increase provided in the wage schedule herein towards the maximum provided in the said employee's new position (excluding longevity per year and excluding increases caused by a change in degree status).
- F. Anyone who is not on maximum shall also receive an appropriate increment step raise of one-fifth (1/5) the difference between his/her present salary and his/her new maximum for the first year he/she is an employee in any position covered by the contract; one-fourth (1/4) for the second year; one-third (1/3) for the third year; one-half (1/2) for the fourth year; and maximum for the fifth year. The salary cap mentioned in Article XI, Section E, shall also apply herein.

ARTICLE XII VACATIONS

All employees covered by the terms of this Agreement who are employed on a twelve(12)-month basis shall receive one(1)-month's vacation, which shall be completed between June 30 and September 1, provided, however, that the vacation is approved by the Superintendent. The aforesaid vacation shall be taken without any loss of pay by each of the employees who are entitled to a vacation as provided for herein.

ARTICLE XIII ASSOCIATION DUES-CHECK OFF

- A. The Board agrees that it will deduct the Association dues from the pay of each employee covered by the terms of this Agreement once each month and submit the same to the President of the Association and/or to such other designee of the Association.
- B. The Association agrees to furnish written authorizations in accordance with the law from each employee authorizing these deductions.
- C. The Association will furnish to the Board a written statement of the amount of dues to be deducted.
- D. The Association agrees to indemnify the Board and hold it harmless from any and all suits, claims, demands, and liability for damages or penalties that shall arise out of by reasons of any action that shall be taken by the Board for the purpose of complying with any of the provisions of this Article.
- E. **Representation**

- 1. Representation Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

- 2. Procedure

- a. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (1) Ten (10) days after receipt of the aforesaid list by the Board; or
- (2) Thirty (30) days after the employee begins his/her employment in a bargaining unit position.

c. Termination

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

ARTICLE XIV INSURANCE PROTECTION

- A. As of the commencement of this Agreement, the Board shall provide, at its expense, for all employees covered by the terms of this Agreement, the following insurance benefits:
1. Blue Cross and Blue Shield, with and including what is commonly referred to as "Rider J."
 2. The Board shall also provide, at its expense, what is commonly referred to as "Major Medical," as presently provided.

3. Insurance coverage referred to in Sections 1 and 2 includes family coverage plan where applicable.
 4. All employees covered under this contract who have twenty-five (25) years of service may upon retirement pay premium to continue, if plans permit - Blue Cross, Blue Shield, Rider J. Major Medical, Prescription Plan, Dental Plan.
 5. Optional - Cash settlement for insurance premiums offered by the Board if two (2) members of the same family are employed by the Board. One member may elect to receive 75 percent of the insurance premium instead of the benefits.
- B. A ten thousand dollar (\$10,000.00) life insurance policy for all employees under this contract. This insurance policy shall terminate with termination of employment.
 - C. All employees who shall be employed under a contract dated after September 1, of a particular year, shall receive insurance protection under paragraph A after ninety (90) days of employment.
 - D. The Board shall provide, at its expense, a family Dental Plan for all employees and, where appropriate, their dependents. This plan shall be the same as the Board of Education provides for the teachers with Group Health Insurance of New Jersey.
 - E. The Board shall provide, at its expense, what is commonly referred to as a Prescription Plan, which shall offer coverage equal to or greater than the coverage for the 1979-80 school year. The coverage will also provide that the employee will be responsible for one dollar and fifty cents (\$1.50) co-pay, regardless of any increased cost to the Board, if any.
 - F. The Board shall allow an employee who so requests it, who has exhausted his/her sick leave benefits, to continue Blue Cross, Blue Shield, Rider J. and Major Medical as set forth in paragraphs A1 and A2 above, including family coverage, as a member of the group, provided that the employee remits the full cost of the premium to the Board for forwarding to the appropriate carrier for the maximum period allowed by the appropriate State Agency, it being understood that, at present, this limitation is for a nine(9)-month period.
 - G. The employees covered by the terms of this Agreement shall receive the same increases in insurance benefits that are provided for any other personnel employed by the Board of Education during the term of this Agreement only without the necessity of entering into collective negotiations concerning the said improvements.

ARTICLE XV MISCELLANEOUS

- A. Neither of the parties hereto may add to or subtract from the provisions contained in the within Agreement during the duration of the same. This Agreement contains the entire understanding of the parties on all matters which were or could have been the subject of negotiations.

- B. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.
- C. All of the employees covered by this Agreement shall also be subject to and abide by such school policies and regulations adopted by the Board both in effect at the time of the signing of this Agreement and adopted by the Board after the signing of this Agreement.
- D. If any provisions of this Agreement are held to be contrary to law and such provisions are not material to the continuance of this Agreement, the provision shall be regarded as null and void and severable and the Agreement shall otherwise continue in full force and effect. If the provision declared contrary to law is material to the continuance of the Agreement, then the entire Agreement shall be regarded as null, void, and of no effect.
- E. No employee covered by the terms of this Agreement shall be terminated, reduced in rank or compensation without being informed of the reasons therefor. Nothing herein contained shall deprive any employee covered by the terms of this Agreement from filing any appeal to and with the Commissioner of Education.

ARTICLE XVI SABBATICAL LEAVE

A sabbatical leave of one (1) full year may be granted to an administrator or supervisor by the Board of Education for study, including study in another area of specialization, or for travel, subject to the following conditions:

- A. The Board of Education reserves the right to reject any application for reasons of economy and/or that the applicant seeking a sabbatical leave may not be spared from his/her duties.
- B. Request for sabbatical leave must be received by the Superintendent, in writing, in such form as may be requested by the Superintendent, no later than January 1 of the school year preceding the school year for which the sabbatical leave is requested.
- C. The administrator or supervisor has completed at least seven (7) full school years of service in the Linden School District. For the purpose of this clause only, a full year of service is defined as an administrator or supervisor performing his/her administrative or supervisory functions one hundred (100) or more school days during a school year.
- D. An administrator or supervisor on sabbatical leave for a full school year shall be paid by the Board at sixty percent (60%) of the rate which he/she would have received if he had remained on active duty. Twelve(12)-month personnel returning will have their vacation prorated at sixty percent (60%) for that year.
- E. Upon return from sabbatical leave, an administrator or supervisor shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

- F. It shall be understood that at the end of this sabbatical leave, the administrator or supervisor must return for not less than one (1) full year to his/her administrative or supervisory duties in the Linden School District and that a report of his/her itinerary of travel or transcript of educational course shall be submitted to the Superintendent.
- G. The leave must be of value to the school system.
- H. If two (2) or more qualified applicants make application for sabbatical leave and the Board agrees to permit such applicant to go on leave, the Board's determination of that person shall be final and binding upon all of the applicants.
- I. For the purpose of this Article, "study" shall be defined as follows:
 - The administrator or supervisor must be enrolled in an educational institution taking courses of study in furtherance of his/her professional education, as an educator, and satisfying the requirements of the institution he/she is attending as a full-time student.
- J. For the purpose of this Article, "travel" shall be defined as follows:

Travel is defined as substantial travel throughout the period of leave. As a condition precedent to a leave for travel, a statement of the itinerary must be submitted to the Superintendent, or his/her authorized designee, for his/her approval prior to the granting of any such leave.

ARTICLE XVII DURATION OF AGREEMENT

This Agreement shall be effective for the period commencing July 1, 1987, and shall cease and terminate on June 30, 1990; it being agreed between the parties, however, that the terms and conditions set forth herein shall continue, nevertheless, until a successor contract has been entered into and ratified by the parties hereto.

SCHEDULE A
ARTICLE XI - SALARIES
SALARY GUIDES FOR ADMINISTRATORS AND SUPERVISORS

Position	Differential	Promotional	1987-88		1988-89		1989-1990	
			Masters/30	Points	Masters/30	Points	Masters/30	Points
Coordinator (10-Month)	1.10	\$1,000	\$ 46,272	/ \$ 48,861	\$	/ \$	\$	/ \$
Supervisor (10-Month)	1.15	1,000	\$ 48,375	/ \$ 51,082	\$	/ \$	\$	/ \$
Middle School Assistant Principal (10-Month)	1.15	1,000	\$ 48,375	/ \$ 51,082	\$	/ \$	\$	/ \$
High School Vice Principal (10-Month)	1.15	1,000	\$ 48,375	/ \$ 51,082	\$	/ \$	\$	/ \$
Assistant Director (10-Month)	1.15	1,000	\$ 48,375	/ \$ 51,082	\$	/ \$	\$	/ \$
Psychologist (12-Month)	1.20	1,000	\$ 50,478	/ \$ 53,303	\$	/ \$	\$	/ \$
Elementary School Principal (10-Month)	1.25	1,000	\$ 52,581	/ \$ 55,524	\$	/ \$	\$	/ \$
Supervisor (12-Month)	1.25	1,000	\$ 52,581	/ \$ 55,524	\$	/ \$	\$	/ \$
High School Assistant Principal (12-Month)	1.325	1,000	\$ 55,736	/ \$ 58,855	\$	/ \$	\$	/ \$
Director (12-Month)	1.35	1,000	\$ 56,788	/ \$ 59,965	\$	/ \$	\$	/ \$
Middle School Principal (12-Month)	1.40	1,000	\$ 58,891	/ \$ 62,187	\$	/ \$	\$	/ \$
High School Principal (12-Month)	1.55	1,000	\$ 65,201	/ \$ 68,849	\$	/ \$	\$	/ \$

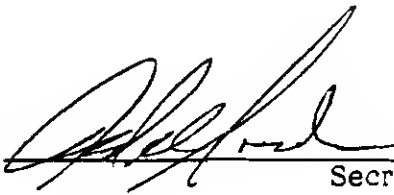
500 longevity payment beyond maximum for personnel with 20 years of service
600 additional longevity payment beyond maximum for personnel with 25 years of service
500 additional longevity payment beyond maximum for personnel with 30 years of service
500 additional longevity payment beyond maximum for personnel with 35 years of service

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement
in Linden, New Jersey, on the 30th day of September, 1987 .

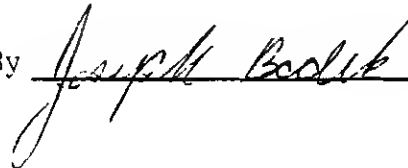
Attest:

THE BOARD OF EDUCATION
OF THE CITY OF LINDEN
IN THE COUNTY OF UNION

By

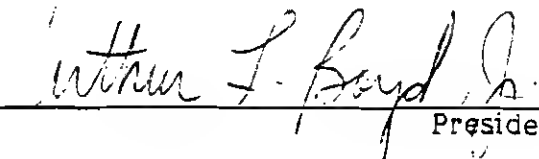

Secretary

By


President

LINDEN SCHOOL ADMINISTRATORS
AND SUPERVISORS ASSOCIATION

By


President